AGREEMENT BETWEEN

THE BERLIN POLICE DEPARTMENT

AND

LOCAL UNION 3657OF THE AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2006 TO JUNE 30, 2011

3/19/07 CC

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ARTICLE I

GENERAL PURPOSE AND INTENT

1.1 PREAMBLE

The Berlin Police Department, hereinafter referred to as the Police Department, and the Berlin Police Department employees, Local Union 3657 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, in order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its employees, and to promote the morale of the Police Department and the Union, hereby agree as follows:

1.2 AGREEMENT

The Police Department and the individual members of the Union are to regard themselves as public employees, and as such, are to be governed by the highest ideals of honor and integrity in all their public and personal relationships in order that they may merit the respect and confidence of the general public.

ARTICLE II

RECOGNITION

2.1 RECOGNITION

The Police Department hereby recognizes that the Union is the sole and exclusive representative of all employees of the Police Department, for the purposes of bargaining with respect to wages, hours of work and working conditions. Excluded from recognition or coverage under this Agreement are managerial personnel, Communications Supervisor, Chief's Secretary, Prosecutor's Secretary, professional and confidential employees, persons in a probationary or temporary status, employed seasonally, irregularly or on call and all other employees of the Berlin Police Department. The Union unreservedly accepts and recognizes the necessity of the Police Department to operate within its budget as set by the City Council.

2.2 INCLUDED EMPLOYEES

For the purposes of this contract, the following positions are considered part of the bargaining

unit and covered by this agreement: Maintenance Man, full-time Patrolman I, II, III, and IV, Corporal, Detective, Sergeant, Detective Sergeant, Juvenile Officer, and full-time Dispatchers.

2.3 JOB POSTING

Vacancies occurring in the above positions shall be posted and, whenever possible, shall be filled from the ranks on a seniority basis except those positions that fall under the promotional procedure as set forth herein. Also, vacancies occurring in managerial positions shall be posted and, whenever possible, shall be filled from the ranks on a seniority basis.

2.4 DEFINITIONS

SUPERVISORY POSITIONS - Of the positions considered part of the bargaining unit in 2.2 above, it is understood that the positions of Corporal, Sergeant, and Detective Sergeant supervise personnel on assigned shifts, make decisions and ensure the application of all standard operating procedures.

PUBLIC SAFETY DISPATCHERS - shall include all full-time dispatchers excluding supervisory dispatchers.

SWORN OFFICER - shall include police personnel as defined in Article 2.2 excluding dispatchers and maintenance man.

EMPLOYEES - shall mean regular employee and include all employees as defined in Article 2.2

MAINTENANCE MAN - shall include the full-time custodian, maintenance person.

2.5 GENDER

The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE III
MANAGEMENT RIGHTS

3.1 MANAGEMENT RIGHTS

Except as specifically limited or abridged by the terms of this Agreement, the management of the

Berlin Police Department in all its phases and details shall remain vested exclusively in the Berlin Police Commission, and their agents shall have jurisdiction over all matters concerning the management and operation of said Department, including, but not limited to, the functions, programs and methods to be used for all the operations of said Department, including the use of technology, the Department's organizational structure and the selection, direction and number of all personnel, so as to continue public control of governmental functions as well as all rights retained by virtue of New Hampshire RSA Chapter 273-A. It is further specifically agreed that this Article shall NOT be subject to the grievance proceedings only as hereinafter set forth.

ARTICLE IV

UNION SHOP

4.1 UNION SHOP

New employees shall after 180 days become members of the Union Local 3657 by presenting to the Police Department a proper authorization approved by the Union President for the collection of their dues provided under Article V, Section 1.

ARTICLE V

CHECK OFF

5.1 UNION DUES

Upon individual written authorization by an employee and approved by the Union President, the Police Department agrees to deduct from each employee so authorized a sum as set by vote of the Union membership each week for the Union dues and to make remittance to the Union Treasurer at his request. However, if an employee has no check coming to him or the check is not large enough to satisfy the assignment, then in that event, no collection will be made from said employee for that week. In no case will the City attempt to collect fines or assignments for the Union except regular weekly dues. The Union agrees in return for itself and its members that they individually and collectively perform loyal and efficient work and service and will use their influence and best efforts to promote and advance the interests of the taxpayers of Berlin, New Hampshire.

ARTICLE VI

PROBATION PERIOD

6.1 PROBATIONARY PERIOD

All new employees shall serve a probationary period of one year, except that all new officers shall serve a probationary period of either six months if they are certified as a New Hampshire Police Officer at the time of hiring or one year if they are not certified at the time of hire. During the first six months of any probationary period, the new employee shall have no seniority rights. All employees completing their probationary period shall be known as regular employees and their probationary period shall be considered part of their seniority time. All contract benefits and union membership are available to all new employees after six months of continuous employment with the City, wherein seniority and benefits shall be determined from the date of hire. The City shall provide a copy of this agreement, including all amendments, to any employee who successfully completes the probation period.

6.2 PROBATIONARY PAY RATES

Employee probationary pay rates are to be determined by the Police Commission, dependent upon the applicant's experience, skills, and qualifications; but in the case of a sworn officer, it shall not exceed the current Patrolman's Level IV rate.

ARTICLE VII
SENIORITY LIST

7.1 SENIORITY LIST

The Police Department shall establish two seniority lists, one for Dispatchers and one for police personnel, and they shall be brought up to date on January 1st of each year and immediately posted thereafter on the Police Department bulletin board in the Police Station for a period of not less than thirty (30) days, and a copy of same mailed to the secretary of Local Union 3657. Any objections to the seniority list as posted shall be reported to the Chief within ten (10) days or it will stand approved.

7.2 SENIORITY TIES

In the event that more than one employee is hired on the same day, the Commission shall decide which of these employees is the senior man and shall notify the Union.

ARTICLE VIII
VACANCIES

8.1 VACANCIES

The Commission has the exclusive right to determine qualifications when a vacancy occurs or a new job or position is established in the Police Department that is considered permanent. Promotional procedures, where applicable, shall be utilized to fill permanent positions or vacancies. In the event that an employee is promoted and retained for the full promotional probationary period of 120 calendar days, then they shall be considered qualified and allocated to the permanent position or vacancy. Any employee not retained in the probationary period for 120 calendar days has the right to return to their former position without loss of any type of seniority.

Any vacancy, new position or job that is permanent shall be posted within thirty (30) consecutive days of its creation. The vacancy or position shall be posted for ten (10) consecutive days and filled within seventy (70) consecutive days of its creation unless the Chief gives notice in writing of his intent not to fill the vacancy or position and the specific reasons for that decision before the end of the seventy (70) day period.

Temporary assignments of personnel shall be made by the management of the Department and shall not last longer than 120 calendar days.

Temporary assignments shall be based upon qualifications as determined by the nature of the assignment.

If no applicants pass the minimum level of 75%, then Management has the full authority to fill the vacancy in whatever manner it deems necessary.

8.2 RETURN TO UNION

In the event that an employee is promoted to Chief, Captain, Lieutenant, or Communications Supervisor, the employee shall have the right to return to the body with full seniority, within one (1) year of their appointment, if disqualified or they feel that they do not want to hold the position.

8.3 SCHEDULED TRAINING SESSION

The Police Department will provide a scheduled study-training session prior to the written examination for the promotional test for a Corporal, Sergeant, or Detective Sergeant vacancy. If

all current employee applicants for a Corporal, Sergeant, or Detective Sergeant vacancy fail the promotional test (minimum of 75%), and management must re-advertise a new application period for the position, those previous department employees who did not pass the first round may re-apply for the second round.

8.4 PROMOTIONAL PROCESS

The Chief's designee, under the direction of the Chief of Police, shall be responsible for supervising the promotional process. The promotional process shall consist of a written, independently developed exam, purchased or leased by the Department, or it may be developed by personnel within the Department.

An eligibility list for each rank shall be established of the candidates who received a 75% or better on the written exam. Consideration for selection from the eligibility list shall be made from the three most senior candidates as defined in 10.1 "SENIORITY DEFINED." Candidates for any supervisory position shall be evaluated by staff officers. This review shall be considered, with specific attention being given to supervisor's ratings, sick leave, activity, attitude, and contributions to the organization. This review shall be advisory to the Chief of Police, who shall make the final decision on promotions from the three senior eligible candidates retained on the eligibility list.

The eligible unselected candidates may appeal the Chief's selection to the Police Commission.

1. The employee shall first attempt to resolve the issue informally with the Chief. If the candidate remains unsatisfied, he may submit the issue in writing to the Police Commission.

2. Any appeal to the Police Commission shall take place within thirty (30) calendar days of date of promotion, and the Commission's review shall be completed within thirty-one (31) calendar days of written appeal.

2. The decision for promotion by the Commission shall be final and is NOT subject to the Grievance Procedure Article, as hereinafter set forth.

2. The Chief, in his sole and absolute discretion, may retain a list of the tested and eligible candidates for promotion for a period of twelve (12) months and may make new promotional appointments from such list for the same position.

8.5 PROMOTIONAL TESTING

Annually, unless otherwise agreed to, the Department shall administer the promotional test to establish a new twelve (12) month enabling list for the positions covered (Corporal, Det. Sgt.,

Sgt.). It is further agreed that the position of Juvenile Officer may be evaluated after twelve (12) months of being filled and requires a mandatory re-evaluation by the Department's psychologist after it has been filled for eighteen (18) months. If so evaluated, management may then permit the employee to remain in the Juvenile Officer position for a repeated 12 to 18 month cycle as per above. If, however, management's review requires the individual to return to their previous rank, they do so without loss of time in grade from the previous rank. Should this employee feel a second opinion is necessary, the City would not be responsible for the cost of said second opinion.

ARTICLE IX
PERSONNEL REDUCTION

9.1 PERSONNEL REDUCTION

In case the Police Department decides to reduce the Police Personnel, then the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be rehired first, providing, however, that he is qualified to fill the vacant position and no new employee shall be hired until all laid off employees have been given an opportunity to return to work, provided, however, that the individual(s) is qualified to fill the vacant position(s). An employee shall retain his seniority rights and rights to recall for a period of two (2) years following the date of layoff and he shall have three (3) weeks to return to work after a written notice of recall by certified mail.

ARTICLE X
SENIORITY

10.1 SENIORITY DEFINED

It is agreed that there shall be two types of seniority in the Police Department. The first is Departmental Seniority which is determined by the length of service to the Department. The second type of seniority is called Time In Grade and is determined by the length of service in a particular permanent rank or position. An employee of equal rank and having more time in a grade than another employee of equal rank shall be considered the senior member, regardless of departmental seniority for determining lines of authority.

10.2 LAYOFF

In the cases of Layoff, the following procedures shall apply: for the position of Dispatcher, the employee with the most departmental seniority shall be laid off last and rehired first.

In cases of Layoff, the following procedures shall apply: for the position of Patrolman, the employee with the most departmental seniority shall be laid off last and rehired first.

For the positions of Corporals and above, the employee with the least time in grade shall have the opportunity to "bump" down to another department position before the final order of layoff is determined. When there will be a layoff that effects the Detective Division, if the Detective(s) with the least time in grade were non-probationary Sergeants or Corporals and have more time in grade than those current Sergeants or Corporal, then that Detective may "bump" the least Junior Sergeant or Corporal, who in turn moves to the Patrolman I grade. If the Detective(s) is not a non-probationary Sergeant or Corporal, then the Detective goes directly to the Patrolman I grade. Department seniority shall be used when determining the placement of a "bumped" Sergeant or Corporal in the Patrolman I rank. A Sergeant with more time in grade than a Detective may "bump" that Detective to the Patrolman I grade, provided that Sergeant has had more time in grade than the Detective.

10.3 RECALL - POSITION VACANCY

If a person was bumped down and remains an active employee within 24 months of the bump date, they shall have the first opportunity to return to their original position over any employee on recall who may have more time in grade.

Employees on recall (no more than a 24 month period) shall be notified of any newly created position and given the opportunity to enter that specific promotional procedure.

Employees on recall shall be called in to refill existing position vacancies in the reverse order of their layoff, starting with an employee on recall with the most departmental seniority, provided they are qualified to perform the duties of the position.

10.4 SENIORITY RETENTION

An employee shall not lose or forfeit departmental seniority during an absence caused by illness or accident outside their working hours so long as they return to work within 12 months of the date of the incident. Management shall notify said employee, if they have been out for a period of nine (9) months; that a medical determination must be provided to the Department as to the date the employee will be permitted to return to work. This notification to the employee shall be sent by Certified Mail, Return Receipt, and shall be the only notification given for administration of Article 10.4.

Management may extend the total period of absence on a case by case basis depending on the department's needs.

10.5 LOSS OF SENIORITY

An employee shall loose both types of seniority and shall no longer be covered by the provisions of this agreement which include the following reasons:

1. Discharge
2. Voluntary quit, resignation, or retirement
3. Absence due to unauthorized leave, exceeding an authorized leave of absence period or giving a false reason for a leave of absence

If an employee is demoted, the time in grade lost during the demotion period shall not be regained if reinstated. Departmental seniority shall not be affected so long as the employee was not subject to suspension without pay as part of the demotion. In any suspension without pay period, departmental seniority shall not be regained upon the employee returning to work.

10.6 SENIORITY PREVAILS

Departmental seniority shall prevail in matters of vacation preference, overtime assignments, and recall as Patrolman and Dispatcher.

ARTICLE XI

TEMPORARY OR PERMANENT ASSIGNMENT

11.1 TEMPORARY ASSIGNMENT PAY

Employees temporarily assigned to a lower rated job at a time when there is work available for them at their regular job shall retain their regular rate of pay.

11.2 TEMPORARY SUPERVISOR'S PAY

Patrolmen shall receive an additional one dollar and twenty one cents ($1.21) per hour when assigned to Officer-in-Charge (OIC) of the shift during a four hour shift. Corporals shall receive an additional seventy nine cents (79¢) per hour when assigned to OIC of the shift during a four hour shift.

Any Dispatcher, for assignments in excess of two consecutive weeks or more, shall receive an additional one dollar ($1.00) per hour when assigned as and to assume the duties of "Dispatch Supervisor." The Chief of Police has the exclusive authority for the selection and designation of Temporary Dispatch Supervisor.

11.3 SPECIAL PAY

The following positions shall be subject to the special pay as stated, subject to any conditions that guide that position:

Certified First Aid Instructor to receive $50 per year, and
Certified Fire Arms Instructor to receive $75 per year, and
Certified ASP Instructor to receive $50 per year, and
Certified Defensive Tactics Instructor to receive $50 per year, and
Certified OC Instructor to receive $50 per year, and
Certified Field Training Officer to receive $0.30 per hour over the base pay during training hours. (Premium pay not to be considered for non-training hours worked, i.e. overtime, school, temporary duty, holiday pay or vacation rate.)

11.4 PRIVATE DUTY PAY

Private details shall be paid at one and one-half times the rate of the highest pay rate attainable

for the rank of Sergeant.

ARTICLE XII
WORK DAY AND WORK WEEK

12.1 PATROL DIVISION

The Police Department agrees that the normal week shall consist of forty (40) hours, such work week consisting of five (5) eight (8) hour days; eight (8) hours being consecutive on each shift with two (2) non-consecutive days off of each third week. If a shift change occurs, employee shall be notified, by phone, as soon as possible, prior to reporting to duty. The Police Department further agrees that the employees shall be granted a long weekend (Fri., Sat.,Sun.,&Mon.) every three (3) weeks. It is further agreed by the Parties that there shall be three (3) work shifts for the Officer of the Day and three (3) work shifts for the balance of uniformed personnel with a three week rotation as follows:

	Officer of the Day	Uniformed Personnel
First Shift	0600 hrs - 1400 hrs	0600 hrs - 1400 hrs
Second Shift	1400 hrs - 2200 hrs	1400 hrs - 2200 hrs
Third Shift	2200 hrs - 0600 hrs	2200 hrs - 0600 hrs

Time in grade shall determine the Officer of the Day (OD) per shift. In the absence of a supervisor, on any given shift, Management has the right to designate, from established enabling lists, the person to be the officer of the day. Departmental seniority shall determine the (OD) for that day, in the event that more than one officer is on the enabling list.

The Police Department also agrees that a fourth shift can be instituted when deemed necessary, and that upon institution of said shifts, the Police Department shall inform the Union and advise them as to the reasons and the duration of the newly created shift.

In the event the full-time patrol personnel available for assignment in any given week falls below the 75% level (rounded to the next higher whole number), the agreement to grant a long weekend (Fri., Sat., Sun., and Mon.) every three weeks will not apply to the three least senior employees available for assignment on that week.

12.2 DISPATCHER

The Police Department agrees that the normal work week for the Dispatchers shall consist of forty (40) hours, such work week consisting of five (5) eight (8) hour days; eight hours being

consecutive on each shift.

First Shift	06:00 hrs - 14:00 hrs
Second Shift	14:00 hrs - 22:00 hrs
Third Shift	22:00 hrs - 06:00 hrs

12.3 SCHOOLING

Employees required to attend schooling or training to meet the directives of the Department are entitled to be paid at their regular hourly rate as per the following:

- A full week (5 days) program - forty (40) hours, plus reasonable travel time.
- Daily or a partial week program - actual class time, plus reasonable travel time.

12.4 JUVENILE AND DETECTIVE DIVISION

The Police Department agrees that the normal week shall consist of forty (40) hours, such work week consisting of five (5) eight (8) hour days; eight (8) hours being consecutive on each shift with two (2) non-consecutive days off each third week. The Police Department further agrees that the employees shall be granted a long week-end (Fri, Sat, Sun, & Mon) at least every three (3) weeks.

Assignments and work schedules shall be based upon the working cases in progress and approved by the Police Chief or designate. The Police Chief or designate shall assign the work schedules to the positions of Detectives, Detective Sergeants, and Juvenile Officer as work cases and case loads require. Assignments and work schedules may be changed due to situations of exigency.

12.5 EMERGENCY WORK

In case an employee is called in for emergency work during any shift, he shall be allowed a minimum of four (4) hours pay. If for any reason whatsoever, he is required to work for more than two (2) and three quarters (3/4) hours straight time, then and in that event, he will be paid at the regular rate of time and one half.

The Police Department also agrees to pay time and one half for all work performed over eight (8) hours, or over forty (40) hours in any one week. All overtime pay shall be paid weekly.

A Call-In shall be defined as when the employee is contacted, either at their home or elsewhere, away from the station or cruiser, and requested to perform work not scheduled. In those cases where an employee expends time prior to their shift or remains on shift after their regular scheduled tour to assist in police work by assignment, they shall be paid at time and one-half for

actual time worked. In no case shall any call-in or overtime pay be granted to an employee who expends time to complete their normal functions (e.g., completion of the employees time sheet or reports) which should have been done while on duty and the shift supervisor determines that no extenuating circumstances existed which would have prohibited the completion of these functions on the regular shift.

12.6 PERSONAL HOUR

When an officer works a sixteen (16) hour shift, the Police Department shall allow the employee to have a personal hour at the discretion of the Sergeant-in-charge.

12.7 OVERTIME LISTS

There shall be two separate overtime lists governing sworn personnel, one governing "OUTSIDE OVERTIME" and one governing "DEPARTMENT OVERTIME". Newly hired probationary officers shall not be assigned any overtime until and unless all other Department officers on the overtime list have been asked to work the overtime.

There shall also be an overtime list governing Dispatchers.

12.8 WORK SCHEDULE POSTING

It is agreed that the Police Department is to post the next week's work schedule on the preceding Thursday and may, at management's discretion, revise the work schedule up to that preceding Friday at 5:00 p.m. at which time no further revisions may be made unless agreed upon by management and employee/s.

ARTICLE XIII
VACATIONS

13.1 VACATIONS

All employees who have completed one (1) year of continuous service shall be entitled to a vacation of two (2) weeks.

All employees who have completed seven (7) years of continuous service shall be entitled to a vacation of three (3) weeks.

All employees who have completed twelve (12) years of continuous service shall be entitled to a vacation of four (4) weeks.

All employees who have completed seventeen (17) years of continuous service shall be entitled to a vacation of five (5) weeks.

All employees who have completed twenty-three (23) years of continuous service shall be entitled to a vacation of six (6) weeks.

All vacations are to be paid at their regular five (5) days weekly rate.

13.2 VACATION LIST

The vacation list shall be posted from January 2nd to February 15th of each year. On January 2nd of each year, the seniority list will be used, and the most senior person will choose two weeks of vacation; the next most senior person will have two days to choose his or her two weeks, and so on down the list. After everyone has chosen, the rotation will begin again for the next two weeks. This will continue until all weeks are expended. If anyone does not choose their vacation time during the allotted time, he or she will be passed-over until the end of the current rotation. If a shift Lieutenant is on vacation, then up to two bargaining unit members may take vacation during that same week. If no shift lieutenants are on vacation, then up to three bargaining unit members may take vacation during that same week. Vacations will be selected by overall departmental seniority for bargaining unit and non-bargaining unit sworn officers. All changes or amendments are subject to the decision of the Chief or his designate.

The dispatcher with the most seniority shall have two (2) days to select his/her two (2) week vacation. Thereafter, every two (2) days, the next senior dispatcher shall have two (2) days to select his/her weeks vacation and shall continue until all dispatchers have selected their weeks of vacation, depending on years of service. If a dispatcher does not select his/her first two (2) or one (1) week of vacation within the time allowed, he/she shall be passed by and the dispatcher following him/her on the seniority list will be allowed the opportunity for vacation. No more than one dispatcher will be allowed vacation in any one (1) week, year round. All changes or amendments are subject to the decision of the Chief or his designate.

Any employee who, because of Workman's Compensation, or injury leave is unable to take the balance of their vacation, may carry up to one hundred percent (100%) of their unused vacation into the following year. This vacation time must begin on the first day the employee returns to work and continue until all unused vacation time is expired. At no time will an employee be allowed to receive pay in lieu of taking the actual time off, nor will be allowed to carry vacation time longer than (18) eighteen months from the date of the injury. (vacation would then be lost).

No more than one (1) Detective per week shall be permitted to take vacation.

ARTICLE XIV
HOLIDAYS

14.1 HOLIDAYS

Employees shall receive eight (8) hours pay in addition to the regular weekly pay for each of the following named holidays:

New Year's Day	Fourth of July
Washington's Birthday	Labor Day
Memorial Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	Election Day (Federal every 2 years)
Martin Luther King Day	

In addition, employees shall receive compensation at the rate of time and one half (1½) for all hours worked on the celebrated day of the holiday.

Employees working sixteen (16) hours on Christmas Day shall receive double time for the second eight hour shift, provided that the sixteen (16) hours worked are consecutive. The double time premium shall not apply to employee swaps.

ARTICLE XV
SICK LEAVE

15.1 ACCUMULATION

Sick leave shall be computed at the rate of one (1) day per month to equal twelve (12) days per year and shall be accumulative to a maximum of one hundred (100) days. Such leave shall be granted upon application in writing before or within reasonable time after the absence depending on the circumstances of each case.

Each employee shall be credited an additional 1.0% over and above the 57 ½% specified in Article 15.2 for each 10 days accumulated and surrendered as defined below.

15.2 PAY UPON RETIREMENT/DEATH

Fifty-seven and one-half percent (57 ½ %) of each employee's accumulated sick leave shall be paid to the employee upon retirement.

Employees shall be awarded one (1) sick day per month, not to be used for sick leave, for each month the employee has one hundred (100) sick leave days accumulated. The City shall notify the employee when he has reached ten (10) additional days, at which time all ten days will be exchanged for one percent (1.0%) which will be added to the sum of the accumulated percentage to be paid to the employee upon retirement, as specified in Article 15.2. At such time, a report will be placed in the employee's personnel file stating the new retirement percentage, with a copy to the employee. The point accumulation process shall start over and continue to repeat each time the employee reaches ten (10) additional days, until the employee reaches the maximum of 65%.

Should an employee use a sick day and drop below the required one-hundred (100) day accumulation requirement, no further additional days will be awarded, until the one-hundred (100) day requirement is met. Any accumulated additional days awarded to the employee at the time of the drop shall be held in reserve and remain as such until the accumulation process resumes.

One half (1/2) of accumulated severance pay may be requested in writing by a bargaining unit member simultaneous with the submission of a retirement letter of intent from the employee indicating the date of retirement in the following year.

One hundred percent (100%) of each employee's accumulated sick leave shall be paid to the designated beneficiary upon death while still in the employment of the Police Department of the City of Berlin.

No employee shall receive in excess of 100% of their regular gross weekly wage at their regular rate (40 hours x rate) when they use sick leave in conjunction with any accident and sickness benefits.

15.3 PAY FOR EMERGENCIES

It is agreed that the only reason for sick leave is personal sickness, immediate family sickness, or emergency. In case of family emergency necessitating an employee's absence from work, the Commission shall be the sole authority in granting any paid leave of absence beyond that provided for herein.

15.4 NOTIFICATION

Employees must notify the Chief, the Captain, or the Sergeant-in-charge of the shift as early as possible, but in any case, not less than two (2) hours prior to starting time in order to draw sick leave benefits, except that an employee shall give notice only one (1) hour in advance on the day shift.

15.5 DOCTOR'S SLIP

It is agreed that the employee shall provide the Chief or the Captain an official Doctor's slip for any sick leave extending beyond three (3) consecutive days, at the employees expense. However, Management may request more frequent medical verification of illness when deemed appropriate. This will be done at the city's expense if less than three days, provided the insurance carrier refuses to make payment.

15.6 PROCEDURE

The City shall expect that any employee who should call in sick shall call the Department anytime during that sick leave period if they intend on leaving their premises and inform the Department of their intended destination, approximate duration of trip and the purpose of the trip. Employees not following this procedure shall lose their sick leave benefits for that day and each day that the procedure is not followed.

15.7 PERSONAL DAY

Employees using "0" days in a "Five Month Period" shall receive "ONE" Personal Day to be used at the employee's discretion, providing the employee has at least "45" days of sick leave on record. The Personal Day will be granted only if the employee:

1. gives a one week notice;
2. does not create a scheduled overtime utilizing the deadline of Friday 5:00 PM for

any schedule changes; and,

3. must be taken within five months of the date it is earned or be lost.

ARTICLE XVI
BEREAVEMENT LEAVE

16.1 LEAVE DEFINED

In the event of death occurring in the immediate family of an employee of the Police Department, that employee shall be granted leave of absence with pay for the work days falling between the time of death and the day of the funeral, as defined below. The employee can save one bereavement day for a delayed interment as may be necessary.

Five (5) days	Spouse, Children, Father, Mother, Mother-in-Law, Father-in-Law, Sister, Brother
Three (3) days	Sister-in-Law, Brother-in-Law, Daughter-in-Law, Son-in-Law, Step-Children, Step-Father, Step-Mother, Step-Sister, Step-Brother, Grandchildren, Grandparents
Day of Funeral	Aunts and Uncles

Any such days off shall include regular scheduled days off, if they happen to fall within this period.

ARTICLE XVII
CLOTHING ALLOWANCE

17.1 UNIFORM CLOTHING ALLOWANCE

The Police Department will pay annually on or about February 1st, a clothing allowance of six hundred ($600) dollars. Six hundred and fifty ($650) dollars will be paid in year three. Seven hundred ($700) dollars will be paid in year five. Each uniformed officer shall be entitled to said amounts based upon twelve months of anticipated employment. If an officer should terminate his employment before January 30th following the date of payment, except in the case of retirement, he shall repay to the Department one-twelfth times the number of uncompleted months. Any amount so due the Department may be deducted from wages due upon notice of termination. It is understood that the above amounts are considered pay and therefore will be subject to statutory and other deductions. As an alternative, each employee may choose to be

reimbursed for approved clothing receipts up to the allowable amount each year in which case, no deductions will be made for such direct clothing expense reimbursements. All uniformed officers shall sign a receipt for the clothing allowance.??

The City agrees to provide three (3) uniform short sleeve shirts, one (1) uniform long sleeve shirt, one (1) sweater, and two (2) uniform pants to each new dispatch employee. The City agrees to repair or replace uniforms that are damaged or destroyed in the line of duty or otherwise in need of replacement, at the discretion of the City.

At the time of termination of employment, employees are required to return to the Chief of Police serviceable issue of clothing which was initially issued. Failure to do so shall result in a deduction from the final paycheck(s) of an amount equal to the value of the clothing issued but not returned.

17.2 CITY EQUIPMENT LIST

The clothing required and furnished by the Police Department shall remain the property of the City and at the time of termination of employment shall be returned, in serviceable condition, to the Chief of Police. Each officer shall receive or purchase the following:

Police Department Provides	Employee Provides
1 - Hat Badge	3 - Uniform Winter Shirts
1 - Breast Badge	3 - Uniform Summer Shirts
1 - Service Weapon	3 - Uniform Pants
1 - Can Pepper Spray	1 - Winter Uniform Hat
1 - Pepper Spray Holder	1 - Summer Uniform Hat
3 - Magazines	1 - Uniform Tie
1 - Magazine Holder	1 - Uniform Tie Bar
1 - ASP Baton	1 - Footwear
1 - ASP Holder	
2 - Name Tags	
1- Winter Uniform Jacket	
1 - Spring/Fall Jacket	
1 - Weapon Holster, Basket weave	
1 - Set of Handcuffs	
1 - Handcuff Case, Basket weave	
1 - Sam Brown Belt, Basket weave	
1 - Set Belt Keepers, Basket weave	
1 - Belt Flashlight Holder	
1 - 25 Rounds of Duty Ammunition	
1 - Cold Weather Trousers	

17.3 CUSTODIAN SHOE AND CLOTHING ALLOWANCE

Custodian - Up to one hundred and fifty dollars ($150.00) per year reimbursement for safety shoes and clothing.

ARTICLE XVIII
GRIEVANCE PROCEDURE

18.1 GRIEVANCE PROCEDURE

A grievance is defined as a dispute or disagreement as to the interpretations or application of the specific terms and conditions of this Agreement. References to Board shall mean and intend Arbitrator.
The purpose of the grievance procedure shall be to settle between the City and the Union on as low a level as practical and as quickly as possible so as to insure efficiency and promote employees' morale. It is hereby agreed and understood that no employee or member of the Union will be allowed to conceive, originate, foster or encourage any grievance of any kind unless originated by the aggrieved person or persons.

Whenever a grievance is not processed within the time limits as specified in each step of the grievance procedure, the grievance shall automatically proceed to the next step in the grievance procedure, unless such time limits have been extended by mutual consent of both parties.

All parties involved in a grievable action, subject to the Contract Article 18.1 or as defined by State Law RSA 273A, shall participate in a pre-arbitration meeting(s) prior to appealing said matter to the American Arbitration Association.

Employees may present individual or collective grievances to the Union who, as a representative of these employees, may present this grievance; but, if it is to be presented, it must be done within three (3) calendar days from the time of its alleged occurrence or whenever an employee becomes aware of its existence, excluding Saturdays, Sundays and holidays, in the following manner:

(1) The aggrieved employee and shop steward shall discuss the grievance with the employee's immediate supervisor. The answer to this grievance at this level shall be given within twenty-four (24) hours.

(2) If this is not satisfactory to the employee, an appeal may be taken to the Police Chief by the aggrieved employee with the approval of the Union through its duly authorized representative, or agent, in WRITING, with an answer to be given within two (2)

working days. Said written grievance to be presented on a Grievance Form and said form shall provide clear identification of the grievant employee to include the employee's name, classification, date hired, work location by division and the name of his immediate supervisor.

Said form shall be signed by the employee and the members of the Grievance Committee, members elected by the employees and/or representatives of the Union having the right to investigate all grievances.

Said Grievance Form shall provide adequate space so that a description of the grievance can be given, the settlement desired, the signature of the employee and date, the signature of the Union representative, space for management's reply, the signature of the person representing management, the date and to indicate whether or not said decision is or is not satisfactory to the grievant employee and space for said employee's signature and date to indicate same.

The Grievance Form shall be prepared in five (5) copies with the original and one copy given to the management representative, one copy to the shop steward, one copy to the Union's Grievance Committee and one copy to be retained by the employee.

(3) If the reply and decision given by the Police Chief is not satisfactory to the employee, an appeal may be taken to the Police Commission by the aggrieved employee and the Union Grievance Committee on the required Grievance Form; and said Police Commission shall give an answer within seven (7) working days.

(4) A pre-arbitration meeting shall be scheduled, if necessary, within ten (10) working days from the date of the Police Commission's response under Article 18.1. Within five (5) working days after the pre-arbitration meeting, a decision by both parties should resolve the grievance otherwise either party may automatically apply for arbitration.

Any costs incurred by either party during pre-arbitration shall be borne by the respective parties. The Union shall submit a list of employees participating in the pre-arbitration meeting to the Police Commission one (1) day prior to the meeting.

(5) If the solution given is not satisfactory, the matter may be appealed to the American Arbitration Association. Appeals shall be in writing with a copy of the application served simultaneously upon the other party. The American Arbitration Association shall interpret and apply this Agreement but they shall not have power of authority to add or subtract from this Agreement. Their decision shall be final and binding on both parties and all parties agree to abide by the Board's award.

Each party shall bear the expense of its own representative(s) at the arbitration proceedings; and the expense of the arbitrators' services shall be borne equally by the two parties.

Grievance Committee Members elected by the employee and/or representatives of the Union shall have the right to investigate all grievances.

The designated Union representative, along with the aggrieved party, will be allowed to transact the grievance procedure on City time. The supervisor has the right to limit such discussion to a reasonable period on the day of the grievance.

ARTICLE XIX
LABOR REQUIREMENTS

19.1 REQUIREMENTS

In justice and fairness to the City and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties and shall faithfully perform their duties.

19.2 COMMISSIONER HEARING

If an employee is discharged or disciplined, he may demand a hearing with the Police Commissioners, but the request for such a hearing with the Police Commissioners MUST be within one (1) week from discharge or disciplinary action.

19.3 PERSONNEL RECORDS REVIEW

Every member of the bargaining unit may request to review his/her personnel record at any reasonable time. The Union and the bargaining unit member will receive a copy of any disciplinary action.

ARTICLE XX
WORKING RULES AND DISCIPLINARY PROCEDURES

20.1 ADOPTION OF RULES

The Police Department may adopt rules for the operations of the Police Department and the conduct of its employees, provided such does not conflict with any of the provisions of this Agreement.

20.2 RIGHT TO DISCIPLINE

It is agreed the Police Commission and/or the Chief has the right to discharge or discipline employees for just cause. No employee shall be penalized, disciplined, suspended or discharged without just cause.

20.3 APPLICATION

All disciplinary actions shall be applied in the following manner and consistent with the infraction for which disciplinary action is being applied.

(1) All suspensions and discharges must be stated in writing with the reason stated and a copy given to the employee and the Union at the time of suspension or discharge or as soon thereafter as it is reasonably possible.

(2) Disciplinary actions shall normally follow this order. However, disciplinary actions may be taken out of order, depending on the severity of the infraction.

- (a) A counseling report;
- (b) A verbal warning;
- (c) A written warning;
- (d) Suspension without pay;
- (e) Discharge.

20.4 REASONS

An employee may be disciplined or discharged for, but not limited to, the following reasons:

- (a) Misconduct during employment;
- (b) Incompetency or inefficiency;
- (c) Failure to perform assigned duties;
- (d) Disobedience of a supervisor;
- (e) Under the influence of alcohol or other drugs or bringing alcohol or other controlled drugs on the job;
- (f) Conviction of a felony;
- (g) Failure to observe rules and regulations established by the Police Commission and the Chief;
- (h) Incompatibility with other employees;
- (i) Unauthorized absences from duty.

20.5 REMOVAL FROM FILE

The service record of an employee shall be cleared of notices or disciplinary actions under Article XX, 20.3-2: a, b or c after two (2) years and under 20.3-2; d after a period of five (5) years from the date of the discipline, provided that no similar or other infractions were committed during the intervening period.

Exculpatory and/or impeachment evidence contained in a personnel or internal affairs file shall

NOT be destroyed or removed.

The service record of an employee containing notices or disciplinary actions resulting from infractions that do not rise to the level of probable cause as exculpatory and/or impeachment, for example, discipline because of police department rules, regulations and codes of conduct that proscribe activities and behaviors that have nothing to do with credibility (ex. Wearing a hat when in public, rendering military courtesy to a commissioned officer, prompt appearance at roll call, or grooming standards) shall be cleared as defined in the paragraph above.

The employee must make a written request to the Chief of Police to have his/her record cleared of any such disciplinary action.

20.6 INTERNAL INVESTIGATIONS

Internal investigations shall be conducted as per written department policies.

ARTICLE XXI
PROTECTION OF PROPERTY AND EQUIPMENT

21.1 EMPLOYEE RESPONSIBILITY

It shall be the responsibility of any employee having custody of any equipment and property to see to it that it is properly cared for, kept clean and returned to its place of storage.

ARTICLE XXII
SAFETY AND HEALTH REGULATIONS

22.1 RIGHT TO REGULATE

The Police Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations. The Union agrees that its members who are employees of the Department will comply with the Department rules and regulations to safety, economy, continuity and efficiency of a service to the Department and the public.

22.2 MONTHLY INFORMATION/TRAINING MEETING

The first Tuesday of each month, at 2:30 p.m., there will be scheduled a special information/training session for the Supervisors, for which they shall receive regular rate of pay for all hours, plus any part thereof, of attendance. All hours in attendance shall be counted as hours worked in the computation of any applicable overtime (1½ over 40 hours).

The second Tuesday of each month, at 2:30 p.m., there will be scheduled a special information/training session for the Officers (non-supervisory), for which they shall receive regular rate of pay for all hours, plus any part thereof, of attendance. All hours in attendance shall be counted as hours worked in the computation of any applicable over time (1½ over 40 hours).

The third Tuesday of each month, at 2:30 p.m., there will be scheduled a special information/training session for the Dispatchers, for which they shall receive regular rate of pay for all hours, plus any part thereof, of attendance. All hours in attendance shall be counted as hours worked in the computation of any applicable over time (1½ over 40 hours).

ARTICLE XXIII
NO STRIKE OR LOCK-OUT

23.1 NO STRIKE

The Union agrees there shall be no strikes, slow-downs, stoppage of work or any interference with the efficient management of the Police Department.

23.2 NO LOCK-OUT

The Police Department in return agrees that there shall be no lock-out of employees by the Police Department.

ARTICLE XXIV
PERSONAL INJURIES

24.1 REPORTING

All personal injuries shall be reported in writing to the Chief or the Captain within twenty-four (24) hours of date of accident. The Sergeant-in-charge of the shift shall be notified immediately.

ARTICLE XXV
SUMMONS TO COURT

25.1 COURT PAYMENT

Any employee who, because of his official duties is required to make a court appearance on behalf of the employer or the State of New Hampshire shall, when said appearance is made during his off duty hours, will relinquish to the City the court check and receive pay at straight time for hours worked unless the employee is in an overtime status (excess of 40 hours) at which time the employee shall receive 1½.

ARTICLE XXVI
WAGES

26.1 SCHEDULE

The pay plan below reflects straight 3% wage increases effective July 1, in each year of the contract {eff. 7/1/06 (3%), 7/1/07 (3%), 7/1/08 (3%), 7/1/09 (3%), 7/1/10 (3%), 7/1/11 (3%)} with the following exceptions. The Maintenance position receives a straight 2.5% wage increase in each year of the contract. Finally, the Dispatchers, in addition to the 3% increases referred to above also receive an additional $.30/hr also effective July 1, in each of the first three years of the contract all as reflected in the pay plan below:

	FY2007	FY2008	FY2009	FY2010	FY2011
SGT/DET SGT (0-12 MOS)	21.86	22.51	23.19	23.88	24.60
SGT/DET SGT (13-36 MOS)	22.30	22.97	23.66	24.37	25.10
SGT/DET SGT (37 MOS OR MORE)	22.54	23.21	23.91	24.63	25.36
CORPORAL (0-12 MOS)	20.57	21.19	21.82	22.48	23.15
CORPORAL (13-36 MOS)	20.89	21.52	22.16	22.83	23.51
CORPORAL (37 MOS OR MORE)	21.20	21.83	22.49	23.16	23.86
DET/JO (0-12 MOS)	21.60	22.25	22.91	23.60	24.31
DET/JO (13-36 MOS)	21.70	22.35	23.02	23.71	24.43
DET/JO (37 MOS OR MORE)	21.83	22.48	23.15	23.85	24.57
PATROLMAN IV (0-12 MOS)	19.76	20.35	20.96	21.59	22.23
PATROLMAN III (13-48 MOS)	19.97	20.57	21.19	21.82	22.48
PATROLMAN II (49-96 MOS)	20.20	20.80	21.43	22.07	22.73
PATROLMAN I (97 MOS OR MORE)	20.46	21.07	21.70	22.35	23.02
MAINTENANCE (0-12 MOS)	12.46	12.78	13.09	13.42	13.76

MAINTENANCE (13-48 MOS)	15.31	15.70	16.09	16.49	16.90
MAINTENANCE (49 MOS OR MORE)	18.16	18.62	19.08	19.56	20.05
DISPATCHER III (6 TO 12 MOS)	12.22	12.88	13.57	13.98	14.40
DISPATCHER II (13 TO 47 MOS)	12.82	13.51	14.21	14.64	15.08
DISPATCHER I (48 MOS OR MORE)	13.85	14.57	15.31	15.77	16.24

An additional maximum of one percent (1%) per year of an employee's base salary, to be paid June 30th based on evaluations that include supervisor's ratings, sick leave use, activity, attitude, safety record, and contributions to the organization, all based on Department's end-of-year funds as its ability to pay.

If the City grants a more favorable COLA for any other Union contract for the period of time covered by this agreement, the City agrees to match that arrangement under this agreement. The provision regarding COLA described in the previous sentence will hereby expire and be of no effect effective at midnight June 30, 2011.

26.2 LONGEVITY PAY

Members of the bargaining unit shall receive annual longevity pay in accordance with the following eligibility table:

Years of Service as of July 1	Longevity Pay
5 to 9 completed years	$75 per year
10 to 14 completed years	$100 per year
15 or more completed years	$125 per year

Payment will be made in a lump sum and once a year only during the month of July. Any bargaining unit member who becomes newly eligible for longevity after July 1, will receive longevity or an increase in longevity effective the following July.

ARTICLE XXVII
INSURANCE

27.1 HEALTH

The Berlin Police Department will provide the Primex Harvard Pilgrim POS High Option health insurance coverage to eligible Local #3657 members or such other plan as is mutually agreed upon. An eligible bargaining unit member desiring coverage beyond the agreed upon level must pay 100% of the additional costs beyond the agreed upon level. The City will contribute 85% of

the Primex Harvard Pilgrim POS High Option premium or such other mutually agreed upon plan with the employee contributing 15% through payroll deduction in the first year of the contract. Effective 7/1/07, the City will for the remaining life of the contract contribute 80% of the Primex Harvard Pilgrim POS High Option premium or such other mutually agreed upon plan with the employee contributing 20%. The dollar amount of the premium co-pay paid by the employee in the final year of the contract will remain locked until renegotiated.

The City and the Union agree that any full-time regular employee covered by the medical insurance may elect annually, in the preceding November, to waive their right to City-provided medical insurance coverage. When so elected in writing to the comptroller, they shall receive a payment equivalent to fifty percent (50%) of the single person plan annual premium in effect at the time to be paid in two (2) installments, in January and July, so long as they remain a regular full-time employee of the City. Any payments made above shall be pro-rated to determine if the employee is due any further payment or is required to make a refund for such payment, to be reconciled in their final paycheck.

The City will allow its employees to participate voluntarily in Section 125 contributory plan, as provided by the City of Berlin, in accordance with all applicable Federal and State regulations or laws for the employee portion of the premium payments.

If the health insurance vendor is to be changed, it will be done so only if the new plan is "not less than" the current coverage. If there is interest in changing the health insurance plan, proposals will be evaluated by representatives of the City and the Union.

If the City grants a more favorable employee premium co-pay arrangement, coverage, or benefit for the period of time covered by this agreement, the City agrees to match that arrangement under this agreement. The provision regarding premium co-pay arrangement described in the previous sentence will hereby expire and be of no effect effective at midnight June 30, 2011.

In an instance where a bargaining unit member is covered by a <u>family</u> health plan, then as long as there is no additional cost to the City and the Health provider is willing to recognize, 'significant other', such bargaining unit member may add their 'significant other' to their existing family coverage. In no event will the City be required to upgrade coverage from one-person to two-person or from two-person to family coverage for an employee who is currently either under no coverage or one or two-person health coverage because of the recognition by the provider of 'significant other'.

27.2 A&S

It is agreed by both parties that the Berlin Police Department shall pay one hundred percent (100%) of the premium for the group insurance program now in effect. The Berlin Police Department shall provide group accident and sickness insurance coverage at $300 per week maximum benefit.

27.3 LIFE

The standard life insurance benefit is $10,000. In addition, the Police Department will make arrangements with the insurance carrier so that an employee may keep $6,000 of life insurance after retirement by paying the difference in premium over the City's prepaid amount.

27.4 AFTER RETIREMENT

Effective upon the signing of this Agreement any employee retiring from the Police Department, covered by this contract, shall be given the opportunity to retain participation in the City's group health insurance program provided the employee pays for the cost of the monthly premium as billed by the City health insurance carrier.

Participation may continue unless one of the following conditions would exist:

(1) The employee is covered by another health program; or

(2) The employee becomes eligible for Medicaid and Medicare; or

(3) The State Legislature and/or N.H. Retirement System provide for a paid or subsidized health insurance program for retirees. In this case, the City would drop this local program in favor of the State's program.

(4) The employee notifies the City that they no longer wish to participate in the City's health insurance program.

(5) Payment is not received by the carrier within twenty (20) days of their monthly invoicing for said insurance.

ARTICLE XXVIII
LABOR/MANAGEMENT COMMITTEE

28.1 MEETINGS

A Labor/Management Committee will be established and meet quarterly to discuss personnel matters, changing situations and conditions and to attempt to provide continuity to the efficient operations of the Police Department through open and continued communications. The Committee members will consist of three from Labor and three from Management. The

Committee shall meet during the months of December, March, June, and September. Attendance shall be voluntary and without compensation therefore meeting times should remain flexible. The Union and Management shall each designate in writing three representatives as members of this committee with designated alternates. Two or more members, each from Labor and Management, attending these meetings shall constitute a quorum. All recommendations resulting from these meetings shall be considered advisory in nature.

ARTICLE XXIX
VERBAL AGREEMENTS

29.1 NULL AND VOID

It is agreed by both parties that all existing verbal agreements between the Union Local 3657 AFSCME (AFL-CIO) and the Police Department shall be null and void effective upon ratification of this agreement.

ARTICLE XXX
LIABILITY INSURANCE

30.1 POLICY

The Berlin Police Department shall maintain in effect during the life of this Agreement or any extension, liability insurance which shall cover and defend members of the bargaining unit against any claims made against them arising out of an act or omission by the employee while acting in good faith within the scope of his/her employment. The Police Department shall indemnify members of the bargaining unit for any judgment entered against them arising out of any act or omission by the employee acting in good faith within the scope of his/ her employment, to the extent that the claim is within the scope of coverage of an insurance policy maintained by the Police Department. Said insurance shall be in the amount of at least one million dollars ($1,000,000). A copy of the policy in effect and any changes thereafter made in said policy shall be given to the Union.

ARTICLE XXXI
MUTUAL AGREEMENT

31.1 AGREEMENT

It is agreed by the parties hereto that nothing contained in any part of this Agreement shall be the

basis for any legal action between the parties hereto until such time as the aggrieved party has notified the other party of the existence of a compliant and the latter party has been allowed a reasonable opportunity to correct the alleged violation or has refused to take any action with reference to the complaint.

ARTICLE XXXII
EDUCATION/HEALTH

32.1 EDUCATION

The City will continue to determine reimbursement for non-required courses and will pay 100% of the actual cost of tuition and books for required courses. All approved courses must meet the criteria established by the Commission. The Department will make reasonable efforts to schedule manpower to accommodate schooling requirements.

32.2 HEALTH

The City will schedule health professionals to guide the employees as part of their own personal wellness program.

ARTICLE XXXIII
FAMILY & MEDICAL LEAVE (FMLA)

33.1 FMLA

The FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave for specified family and medical reasons.

FMLA (maximum 12 weeks) may be applied for by an employee who meets the basic work requirements of having worked for the City at least the last 12 months preceding the request, and having worked at least 1,250 hours in those preceding 12 months. The eligible employee may use an authorized leave for:

- birth of that employee's child
- placement of a child with the employee for adoption or foster care
- caring for a spouse, child, or parent in the event of a serious health condition
- inability of the employee to perform the functions of their job because of a serious health condition

This type of leave requires an advance request accompanied by a medical certificate verifying the reason(s) for the leave when possible. The leave's purpose and use is for **serious health conditions.**

Not withstanding the provisions of the Federal Family and Medical Leave Act, the City will permit the use of accrued personal days and vacation leave for all eligible and approved FMLA leave. Please note that sick leave is **not authorized** for FMLA leave. As is the policy, no employee may combine paid leave benefits including insurance that would create a weekly payment in excess of 100% of that employee's regular weekly total wages.
Written notification by the employee to the department is required at least three (3) weeks in advance of the proposed return to work date with the physician's approval in writing provided on the date of return by the employee. If the employee does not return to work at the end of the FMLA approved leave period the employee will be presumed to have automatically resigned their employment with the City of Berlin, providing the employee has not applied for other official leave.

An employee may request FMLA that is authorized on an intermittent basis for the purposes of taking care of a new-born child, adoption of a child, or the initial foster care of a child with the understanding that the City must first determine if the intermittent absence of the employee will impair the services that the position and the department are required to provide. When intermittent FMLA is granted, the employee agrees that they will use accumulated compensatory time before opting the use of vacation and/or personal days except as otherwise approved by the City Manager.

An employee who takes FMLA leave shall continue to accrue seniority for all purposes during the period of the FMLA leave and shall receive insurance coverage in effect at the time of the leave, subject to the City's agreed-to level of participation. Though the FMLA leave is counted towards time worked (for the succeeding year's FMLA eligibility), the employee will not be able to accrue any additional employment benefits while out on FMLA leave, such as vacations, sick leave, personal days, and holidays.

ARTICLE XXXIV
SEVERABILITY

34.1 SEVERABILITY

If any Article of this Agreement or any application of any portion of any Article of this Agreement to any employee or groups of employees is held to be contrary to State or Federal Law, ADA Regulations, or violations of The Fair Labor Standards Act of 1983, as amended shall not be deemed valid, but all other Articles shall continue in full force and effect. Upon such invalidation the Union and the Employer agree to meet and negotiate concerning the Article

affected.

ARTICLE XXXV
TERMINATION

35.1 TERMINATION

This Agreement shall become effective on July 1, 2007, upon the signing of the same by both parties. It shall run in full force and effect until June 30, 2011, and thereafter from year to year until terminated. It may be amended at any time by mutual agreement of both parties and it may be terminated at the end of a contractual year by notice in writing by one (1) party served sixty (60) days by certified mail prior thereto unto the other party.

36.1 EXPENDITURE OF PUBLIC FUNDS

This agreement requires the expenditure of public funds for its implementation and shall not be binding upon the Police Department until ratified by the City Council with appropriate funds having been transferred to the Police Department budget account for first year cost items implementation. Subsequent year cost items implementation during the term of this agreement are dependent upon the City Council appropriations made at their annual appropriation meeting. The Police Department shall make a good-faith effort to secure the funds necessary to implement said agreement at each of the appropriate annual meetings. If such funds are not forthcoming, the Police Department and the Union shall resume negotiations regarding the matters affected.

FOR THE POLICE DEPARTMENT:

Pete Morency

Jim Wagner

[illegible]

[illegible]

DATE: 6-29-06

FOR THE UNION:

Angela Fortier

Rich Plourde

Steve D'Arsenault

Keith Enman

[illegible]

Staff Representative
AFSCME Council 93

DATE: 6-29-06